

AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

**THIS AMENDMENT AGREEMENT** ("Amendment") is dated as of **June 4, 2021** ("**Amendment Effective Date**") and is made by and between **Pfizer Laboratories (Proprietary) Limited** (hereinafter "**Pfizer**") and **The Government of the Republic of South Africa acting through the National Department of Health of South Africa** (hereinafter "**Purchaser**") and amends the Manufacturing and Supply Agreement ("**Agreement**") entered into by and between Pfizer and Purchaser on **30 March 2021**. Capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

**WHEREAS**, the Parties desire to enter into this Amendment to provide for the purchase of additional doses of Product by Purchaser as set forth in **Section 2.3(c)** of the Agreement; and

**WHEREAS**, in accordance with **Section 12.16** of the Agreement, the Parties desire to enter into this Amendment to amend such terms in accordance with the terms set forth herein.

**NOW, THEREFORE**, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

**1. AMENDMENTS TO AGREEMENT**

The Parties agree to amend the Agreement as follows:

- 1.1 Section 1.44** of the Agreement is hereby deleted in its entirety and replaced with the following definition of Product:

"**Product**" means the medicinal product being BNT162b2, a nucleoside-modified messenger RNA (mRNA) vaccine that encodes an optimized SARS-CoV-2 full length spike glycoprotein (S) in an unpreserved frozen multi-dose vial that must be diluted, for which Authorization has been granted or is being sought for the prevention of COVID-19, including subsequent non-material variations as reasonably determined by Pfizer or BioNTech or any of their Affiliates and approved by the relevant regulatory authority. For the avoidance of doubt, changes to the active substance or antigenic characteristics of BNT162b2 encoding a variant or new strain of SARS-CoV-2 as well as any new formulation of BNT162b2 are explicitly excluded from the scope of the "Product" as defined herein, as are any other significant product changes as Pfizer or BioNTech or any of their Affiliates may reasonably determine."

- 1.2 Section 1.56** of the Agreement is hereby deleted in its entirety and replaced with the following definition of Vaccine:

"**Vaccine**" shall include (a) all vaccines manufactured, in whole or in part, or supplied, directly or indirectly, by or on behalf of Pfizer or BioNTech or any of their Affiliates that are intended for the prevention of the human disease COVID-19 or any other human disease, in each case which is caused by any of the virus SARS-CoV-2, and/or any or all related strains, mutations, modifications or derivatives of the foregoing that are (i) procured by Purchaser by any means whether pursuant to this Agreement or by way of any other purchase or donation including from any third party or otherwise, whether or not authorized pursuant to Section 2.1, and whether procured prior to or following execution of this Agreement, or (ii) administered in the Jurisdiction by or on behalf of Pfizer (including to

employees and agents), whether with Contracted Doses or non-Contracted Doses, and whether administered prior to or following execution of this Agreement, (b) any device, technology, or product used in the administration of or to enhance the use or effect of, such vaccine, (c) any component or constituent material of (a) or (b), or (d) any use or application of any product referred to in (a)-(b). For purposes of this Agreement, "Jurisdiction" means the sovereign territory of South Africa as well as an embassy, consulate or armed forces installation of South Africa outside its sovereign territory but subject to its jurisdiction."

- 1.3 **Section 2.3(c)** of the Agreement provided the ability of Purchaser to submit to Pfizer an Additional Order. Pfizer has provided Purchaser consent of submission of such Additional Order pursuant to the terms of this Amendment. On the Amendment Effective Date, Purchaser hereby submits such Additional Order of Ten Million One Thousand One Hundred Sixty (**10,001,160**) doses of Product in accordance with the terms set forth in this Amendment and the Agreement.

- 1.4 **Section 3.2(a)** of the Agreement is hereby deleted in its entirety and amended and replaced with the following language:

"On **14 April 2021**, Purchaser paid Pfizer an initial upfront payment of forty million two thousand three hundred US Dollars (USD 40,002,300) (calculated as two (2) USD per dose multiplied by the initial number of Contracted Doses under the Agreement) ("**Initial Advance Payment**"). In partial consideration of the Additional Order under the Additional Order under this Amendment, Purchaser shall pay an upfront payment of Twenty Million Two Thousand Three Hundred Twenty US Dollars (**20,002,320 USD**) (calculated as two (2) USD per dose multiplied by Ten Million One Thousand One Hundred Sixty (**10,001,160**) doses ("**Additional Order Advance Payment**") within thirty (30) days of receipt of an invoice from Pfizer issued on or after the Amendment Effective Date. The Initial Advance Payment and the Additional Order Advance Payment are referred to herein as the "**Advance Payment**". Pfizer shall have no obligation to ship or deliver Product until receipt in full of the Advance Payment." All amounts due hereunder shall be converted to South African Rand which shall be determined based on the exchange rate used by Bloomberg BFIX at the close of business on the day prior to the invoice date 4:00 pm London time.

- 1.5 **Section 4.4(b)** of the Agreement is amended to include the following language at the beginning of such section:

"In the event that Product is Non-Complying Product (as agreed by Pfizer), Pfizer at its sole discretion, can elect to either (i) provide replacement Product to Purchaser, or (ii) issue a credit for such portion of the Product that was Non-Complying Product, or if there are no additional invoices due to Pfizer for Product, Pfizer shall issue a refund for that portion of the Product that was Non-Complying Product."

- 1.6 **Attachment B** to the Agreement shall be deleted in its entirety and replaced with Attachment B attached to this Amendment to reflect the Additional Order.

2. **CONTINUING FORCE AND EFFECT; ENTIRE AGREEMENT**

Except as otherwise amended under the terms of Section 1 herein, the Agreement shall remain in full force and effect. This Amendment and the Agreement, together with any attachments and amendments (and as such attachments may be amended, amended and restated or replaced from



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time to time), which are hereby incorporated by reference, constitute the entire agreement of the Parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect to thereto. Except as otherwise set out herein, no modification or alteration of this Amendment or the Agreement shall be binding upon the Parties unless contained in a writing signed by a duly authorized agent for each respective Party and specifically referring hereto or thereto.

**3. LAW AND DISPUTES**

Any controversy, claim, counterclaim, dispute, difference or misunderstanding arising out of or relating to the interpretation or application of any term or provision of this Amendment, or claim arising out of or in connection with this Amendment (including non-contractual disputes or claims) shall be governed by and construed under the terms of the Agreement, including but not limited to, the Negotiations of Dispute, Arbitration, Governing Law, Indemnification, Waiver of Sovereign Immunity, and Limits on Liability provisions in the Agreement.

**4. COUNTERPARTS; FACSIMILE**

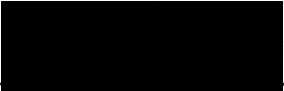
This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This Amendment may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means.

[signature on following page]

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**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be duly executed and delivered as of the Amendment Effective Date.

**PFIZER LABORATORIES  
(PROPRIETARY) LIMITED**

By:  \_\_\_\_\_

Name: **Rhulani Nhlaniki**

Title: **Cluster Lead: SSA and Country  
Manager: South Africa**

Redacted by HJI  
4 Sept 2023

**THE GOVERNMENT OF THE  
REPUBLIC OF SOUTH AFRICA  
ACTING THROUGH THE  
NATIONAL DEPARTMENT OF  
HEALTH OF SOUTH AFRICA**

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Name: **Dr. Sandile S.S. Buthelezi**

Title: **Director General of Health**

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**Attachment B – Delivery Schedule and Price**

<b>Quarter</b>	<b>Q2 2021</b>	<b>Q3 2021</b>	<b>Q4 2021</b>	<b>Total</b>
Doses	4,484,610	16,520,400	8,997,300	30,002,310
Price	10 USD per dose	10 USD per dose	10 USD per dose	300,023,100 USD